

PALACE THEATRE RENTAL AGREEMENT

STATE OF TEXAS COUNTY OF BRAZOS

This Rental Agreement for _____ to use the Palace Theatre in the City of Bryan, Texas, is made this _____ day of _____, 20____ is between the City of Bryan (hereafter referred to as City) and _____ hereafter referred to as **Permit Holder**, and _____ hereafter referred to as **Alcoholic Beverage Seller / Server** (when applicable).

Actual rentals are on a first-come, first-served basis with bookings accepted no more than one year in advance, and only one rental per day. This requirement is recommended so that the City of Bryan will be able to program in a priority position, thereby guaranteeing events that will be available to the public.

In consideration of the promises of the mutual covenants and agreements contained in the Agreement, the parties hereby agree as follows:

1. **Permit Holder** will _____ on _____, 20 ____ from _____ to _____, for a total of _____ hours. Expected attendance is _____.
2. **Permit Holder** will adhere to the following curfew: Palace Theatre 11:00 pm, with any amplified sound ceasing one-hour prior (time may be extended with permission obtained through the Director of Parks and Recreation).
3. **Permit Holder** agrees to pay the City of Bryan all applicable fees. That fee is _____ Dollars (\$_____). This payment affirms this date for the exclusive use of the Palace Theatre Facility. In case of cancellation, this fee is refundable up to 60 days prior to the date above. There will be a 10% fee or \$10.00 charge, whichever is higher, for any cancellations or rescheduling.
4. Additional fees/needs:
_____Cleaning Deposit \$100
_____Stage and Dressing Rooms _____Table, chairs, umbrella _____Front Marquee Panel
5. In the event that the engagement of **Permit Holder** should be canceled, both parties shall be relieved of all responsibilities pursuant to this Agreement, and this Agreement shall be deemed rescinded. The canceling party shall document in writing the circumstances resulting in the cancellation and provide this information to the noncanceling party within forty-eight (48) hours of initial notice of cancellation.
6. Any modifications to this contract shall be made in writing and signed by both City and **Permit Holder**.
7. The laws of the State of Texas shall govern this Agreement. Any and all obligations or payments are due and payable in Brazos County, Texas. **Permit Holder** further agrees to conduct himself/herself and his/her performance in accordance with all the laws and ordinances of the City of Bryan and the State of Texas.
8. **Permit Holder** shall have no right to transfer or assign **Permit Holder's** interest in this Agreement.
9. **Permit Holder** shall be solely responsible for compliance with any performance fees, rules, regulations, license fees, or responsibilities required by any organizations of which **Permit Holder** is a member or may be contractually bound, including the fees of agents, and City shall have no liability, duty, or obligation thereto. **Permit Holder** further agrees that payment of music performing rights licenses for all music to be performed or used in conjunction with performances at the City of Bryan facility is the responsibility of the **Permit Holder**.

- 10. INDEMNIFICATION STATEMENT:** *Permit Holder* shall indemnify, hold harmless, and defend City, its officers, employees, volunteers and representatives from liability or action resulting from personal injury, death, or property damage arising from the *Permit Holder's* performance of this Agreement, including, but not limited to injuries and damages caused by the negligent acts or omission of *Permit Holder*, its employees, performers, agents, and/or representatives and against any and all claims or suits or causes of action of any material performed under this Agreement. Said indemnification shall include the cost of any City Attorney's fees.
- 11.** *Permit Holder* shall be responsible for reporting and paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other similar state or federal agencies. City is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of such taxes.
- 12.** In signing this Agreement, the City does not serve or function as an employer, producer, or operator.
- 13.** *Permit Holder* must contact the Texas Alcoholic Beverage Commission (TABC) for events that are to sell or serve alcoholic beverages.
- 14.** *Permit Holder* shall provide, at *Permit Holder's* expense, Certified Police Officers to work security for the activity. The number of officers to be determined by processing of the City of Bryan Special Event Permit through the Bryan Police Department. Parks and Recreation staff will verify with the City of Bryan Police Department that officers have been arranged for the event and that an accurate number has been retained in accordance with expected attendance.
- 15.** *Permit Holder* is responsible for additional restrooms, other than those available by renting the facility. One portable restroom must be wheelchair accessible.

EACH ONE OF THE ABOVE ITEMS IS CRITICAL FOR HOLDING A SUCCESSFUL EVENT IN THE PALACE THEATRE. IMMEDIATELY FOLLOWING THE EVENT, THE AREA MUST BE COMPLETELY CLEANED. ALL TRASH, POSTERS/FLIERS, DECORATION(S), ETC., MUST BE TAKEN DOWN AND THROWN AWAY THAT SAME EVENING. REMEMBER MERCHANTS WILL BE OPEN FOR BUSINESS THE FOLLOWING DAY AND THE AREA MUST BE CLEAN AND LOOK LIKE NO EVENT TOOK PLACE. THANK YOU.

SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 20 ____ by the undersigned parties, who hereby acknowledge that they have read and understood this Agreement and the attachments thereto, that they are duly authorized to enter into this Agreement, and hereby execute this legal document voluntarily and of their own free will.

PERMIT HOLDER:

CITY:

by: _____

By: _____
M. Darrell Lovelette,
Director of Parks and Recreation

By: _____

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis Hampton, City Attorney

For Office Use Only

Check Number

Amount of Payment Received

Agent/Representative

Receipt Number

Date

SITE GUIDELINES

It shall be unlawful for any person to conduct any of the following activities without the prior authorization of the City of Bryan:

1. To drive or park any vehicle in any area except in designated areas.
2. To allow any dog or any domestic animal to run at large in the facility. The pet must be on a leash and non-disruptive to the patrons.
3. To possess any firearms, airguns, fireworks or explosive devices in the facility area, unless the individual possesses a concealed handgun permit.
4. To exhibit or offer for sale any article or service in any area except those persons granted a Vendor Permit.
5. To injure, deface, destroy, sever or remove any property.
6. To bring in, dump, deposit or leave any glass bottles, broken glass, discarded vegetation, ashes, paper, boxes, cans, garbage dirt, rubbish, waste or any other trash in the facility except in designated receptacles.
7. To leave before all trash is placed in disposal receptacles as provided.
8. To launch or fly rockets, model airplanes, or to propel objects such as arrows, javelins or other missiles in the facility.
9. To gamble or to participate in any games of chance.
10. To attach any rope, wire or other contrivance to any tree, or plant in the facility without prior authorization.
11. To dig, stake or otherwise disturb grass areas without prior authorization.
12. To walk or ride hooved animals in the facility without prior authorization.

SPECIFIC CONDITIONS OF RENTAL:

1. **Permit Holder** will pay fees as follows: cash, check, or money order upon execution of the Rental Agreement, plus all required charges set forth in **Permit Holder's** schedule of fees and charges for additional services, accommodations, or materials furnished to or loaned to Permit Holder.
2. No person, firm, or corporation shall use any City property without executing a written Agreement. No verbal agreements for the use of the property shall be valid.
3. **Permit Holder** shall be permitted to use only the area(s) specified in the Agreement.
4. **Permit Holder** will be completely responsible for all the actions and the result of those actions of any individual or group contracted to do business on the facility on behalf of the **Permit Holder**.
5. The City of Bryan shall have the right to enter all areas at any and all times during the contracted rental period.
6. **Permit Holder** agrees to vacate the premises and remove all property, equipment and supplies no later than two (2) hours after the expiration of the final time set forth.
7. City of Bryan reserves the rights after the termination of the time for which the premises are leased to remove from the site all personal property remaining therein and to store the same wherever it deems appropriate.
8. **Permit Holder** will furnish, at its expense, all utilities necessary for operation of the event and all janitorial service deemed necessary by the City of Bryan, unless other arrangements are mutually agreed upon. City of Bryan shall not be responsible for any loss resulting from lack of heat, water, or lights in the absence of negligence.
9. **Permit Holder** will not post, exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description, on City of Bryan property or roads leading to the facility except as authorized by the City of Bryan. All advertising materials must be pre-approved by the City of Bryan.
10. **Permit Holder** shall not admit to the premises a larger number of persons than the seating capacity thereof as agreed upon by the Division Manager of Parks and Recreation or his/her designee.
11. **Permit Holder** shall not install any wire, electrical appliances, plumbing fixtures or pipes without first securing the written consent of the City of Bryan.
12. **Permit Holder** and City of Bryan representative will conduct a joint inspection of the area rented by the **Permit Holder** prior to move-in to stipulate existing conditions. At the conclusion of the event, the **Permit Holder** and the City of Bryan representative should jointly inspect the rented area and ascertain damage, if any, to the facility

resulting from the activities of the **Permit Holder** as itemized here within. The City of Bryan shall notify the **Permit Holder** within 30 days as to the extent of damage, and will be invoiced for the cost to repair this damage.

13. Users shall return the facilities in the same condition as when received. **Permit Holder** will be responsible for cleaning up any areas, which, as a result of user's use, will require excessive clean up. Before leaving the premises after the event, **Permit Holder** or users agent will remove any litter deposited by users and dispose of that litter in an approved depository.
14. **Permit Holder** must obtain an adequate number of Certified Peace Officers (as determined by the City of Bryan Police Department on the City of Bryan Special Event Permit Application Form) (current list of available agencies upon request).
15. **Permit Holder** must obtain a City of Bryan Event Vendor Permit for each vendor selling a product or service during the event and pay the appropriate fee, and comply with the City of Bryan Vendor Policy. All food servers must also obtain a Brazos County Health Permit and post that permit on the site during the Special Event.
16. **Permit Holder** agrees that they will not allow said premises to be used for any illegal or immoral purposes, and that they will not do, or suffer to be done, nor about the premises any act or thing which may be a nuisance or an annoyance to occupants in the adjoining property or neighborhood.
17. This document becomes an integral component of the Palace Theatre Rental Agreement.

Move-in Existing Conditions (to be completed before *Permit Holder* takes possession of the property).

	OK	NOT	Damages	Comments
Neon sign/catwalk (Palace)	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____
Gates, fencing, railing	_____	_____	_____	_____
Entrance ways, sidewalks	_____	_____	_____	_____
Furniture, umbrellas (Palace)	_____	_____	_____	_____
Ticket booth/office (Palace)	_____	_____	_____	_____
Storage area/office (Palace)	_____	_____	_____	_____
Stage seats/area (Palace)	_____	_____	_____	_____
Trash receptacles	_____	_____	_____	_____
Men's Restroom/fixtures	_____	_____	_____	_____
Women's Restroom/fixtures	_____	_____	_____	_____
Stage area/stage doors (Palace)	_____	_____	_____	_____
Changing room (Palace)	_____	_____	_____	_____
Rest room/stage (Palace)	_____	_____	_____	_____
Loading dock (Palace)	_____	_____	_____	_____
Landscaped areas	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____
Water fountain	_____	_____	_____	_____

Date of Inspection: _____

Inspected by: _____

Date of Rental: _____

Keys issued: _____
Print

Signature

Date

Move-out Conditions (to be completed after *Permit Holder* ceases possession of the property).

	OK	NOT	Damages	Comments
Neon sign/catwalk (Palace)	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____
Gates, fencing, railing	_____	_____	_____	_____
Entrance ways, sidewalks	_____	_____	_____	_____
Furniture, umbrellas (Palace)	_____	_____	_____	_____
Ticket booth/office (Palace)	_____	_____	_____	_____
Storage area/office (Palace)	_____	_____	_____	_____
Stage seats/area (Palace)	_____	_____	_____	_____
Trash receptacles	_____	_____	_____	_____
Men's Restroom/fixtures	_____	_____	_____	_____
Women's Restroom/fixtures	_____	_____	_____	_____
Stage area/stage doors (Palace)	_____	_____	_____	_____
Changing room (Palace)	_____	_____	_____	_____
Rest room/stage (Palace)	_____	_____	_____	_____
Loading dock (Palace)	_____	_____	_____	_____
Landscaped areas	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____
Water fountain	_____	_____	_____	_____

Keys returned: _____
Print

Signature

Date